



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

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First District

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Fifth District

August 18, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**NURSE FAMILY PARTNERSHIP PROGRAM**  
(All Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of Health Services, or his designee, to sign an agreement, substantially similar to Exhibit I, with the National Nurse Family Partnership to provide training for new nurses, ongoing nurse home visitor training, and program support services, effective upon the date of Board approval through June 30, 2006, with provisions for two one-year automatic renewal periods through June 30, 2008, at a total County maximum obligation of \$73,001, 100% offset by funds from the State's Maternal, Child, and Adolescent Health Branch.
2. Authorize and delegate authority to the Director of Health Services, or his designee, to authorize the increase or decrease up to 15% of the maximum obligation of the agreement with the National Nurse Family Partnership, based on the agency's performance and/or availability of funds during the term of the agreement.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:**

Approval of the recommended action will allow the Department of Health Services (DHS or Department) to sign an agreement with the National Nurse Family Partnership (NFP - National) to provide as needed training for new nurses, ongoing nurse home visitor training, and program support for data analysis and technical assistance to continue DHS' Nurse Family Partnership - Los Angeles (NFP) Program. NFP - National is the proprietor and sole provider for the support services needed to operate this nationally acclaimed model program in Los Angeles County.



FISCAL IMPACT/FINANCING:

The County maximum obligation for the recommended agreement is \$28,131 for the period effective upon Board approval through June 30, 2006; \$22,196 for the period of July 1, 2006 through June 30, 2007; and \$22,674 for the period of July 1, 2007 through June 30, 2008 for a total of \$73,001, 100% offset by funds from the State Maternal, Child, and Adolescent Health Branch. There are no net County costs.

Funding is included in the Fiscal Year 2005-06 Board Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On February 18, 2000, the Board approved a sole source agreement with the Board of Regents of the University of Colorado for and on behalf of the University of Colorado Health Sciences Center (UCHSC) for prenatal and early childhood nurse home visitation training and support services, effective February 8, 2000 through December 31, 2002. UCHSC was the sole provider of these services since they were the proprietor of the program protocols, the only source that provided the training and technical assistance needed to operate the NFP Program, and uniquely qualified to fulfill the responsibilities for staff development and training for the program.

The agreement with UCHSC provided staff training to DHS' public health nurses in the specific model developed by Dr. David Olds through UCHSC for low-income, first time young mothers and their families living in poverty. The David Olds' Prenatal and Early Childhood Nurse Home Visitation Program was developed to improve pregnancy outcomes, child health and development, and family self-sufficiency through education, support and linkage to services.

On December 17, 2002, the Board approved an amendment to extend the term of the agreement effective January 1, 2003 through June 30, 2003 and allow for the continued training and technical assistance needed to operate the NFP program.

Upon the expiration of the agreement with UCHSC, the Department determined that only ongoing technical assistance was needed for the NFP Program and obtained these services from UCHSC through a purchase order. The purchase order ended on June 30, 2005.

On March 31, 2004, responsibility for national replication of the NFP program was transferred from UCHSC to the NFP-National. NFP-National is responsible for contracting with DHS to ensure that the NFP Program is continued with fidelity to the research model and that appropriate services and support are provided.

Under the recommended agreement, either party may terminate for convenience upon 30 calendar days advance written notice to the other party.

Attachment A provides additional information.

County Counsel has approved Exhibit I as to form.



The Honorable Board of Supervisors  
August 18, 2005  
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CONTRACTING PROCESS:

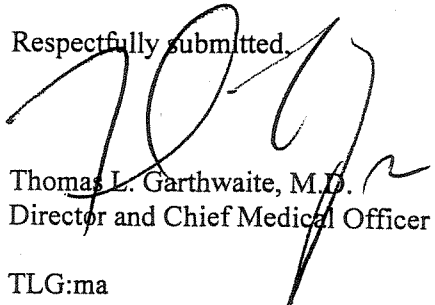
NFP - National is the sole provider of the services needed to continue the NFP program with fidelity to the research model and is responsible for the national replication of the program. A sole source letter is on file with the Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Board's approval of the recommended action will allow the NFP program to continue to receive the training and program support needed to serve low-income, first-time mothers Countywide.

When approved, this Department requires three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:ma

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLCD3996.NFP.ma.wpd



SUMMARY OF AGREEMENT(S)

1. Type of Service:

Training and support services needed to continue the Nurse Family Partnership - Los Angeles program to serve low-income, first-time mothers Countywide.

2. Agency Addresses, Contact Persons, and Telephone Numbers:

Nurse Family Partnership - National  
1900 Grant Street, Suite 750  
Denver, Colorado 80203

Attention: Vice President, Programs  
Telephone/Facsimile (FAX) Number: (303) 327-4256/(303) 327-4260

3. Term:

Effective upon the date of Board approval through June 30, 2006, with provisions for two one-year automatic renewal periods through June 30, 2008,

4. Financial Information:

The County maximum obligation for the recommended agreement is \$28,131 for the period effective upon Board approval through June 30, 2006; \$22,196 for the period of July 1, 2006 through June 30, 2007; and \$22,674 for the period of July 1, 2007 through June 30, 2008 for a total of \$73,001, 100% offset by funds from the State Maternal, Child, and Adolescent Health Branch. There are no net County costs.

Funding is included in the Fiscal Year 2005-06 Board Adopted Budget and will be requested in future fiscal years.

5. Geographic Area:

Countywide.

6. Accountable for Monitoring and Evaluation:

Cynthia Harding, Director, Maternal, Child and Adolescent Health Programs

7. Approvals:

Public Health:	John F. Schunhoff, Ph.D. Chief of Operations
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Sharon Reichman, Principal Deputy County Counsel





Contract No. \_\_\_\_\_

NURSE FAMILY PARTNERSHIP PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

NATIONAL NURSE FAMILY PARTNERSHIP  
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, Section 3110 of the California Health and Safety Code specifies counties' responsibilities to provide prevention, treatment and control of communicable diseases, and Section 17003 of the California Welfare and Institutions Code defines counties' responsibilities to promote the general welfare and the public health of the community; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board of Supervisors to appoint a County Health Officer, and Title 17, California Code of Regulations, Section 1276 requires the County Health Officer, who is also the Director of County's Department of Health Services (DHS), to protect the public's health and preserve the health care safety net, and to

provide services directed toward the prevention or mitigation of chronic diseases within the jurisdiction of County; and

WHEREAS, County desires and intends to contract with Contractor to support DHS' Nurse Family Partnership - Los Angeles Program (hereafter "Program") in accordance with the provisions of this Agreement; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, Contractor possess the competence, expertise, facilities and personnel to provide the services contemplated hereunder; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS or his or her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be effective upon the date of approval by the County's Board of Supervisors and shall continue, unless sooner terminated or cancelled, in full force and effect, to and including June 30, 2006. Said agreement shall thereafter be automatically renewed for two (2) one-year periods without further action by the parties hereto, to

and including June 30, 2008, contingent upon the availability and approval of funds from the funding source.

In any event, this Agreement may be cancelled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide services described in Exhibit A, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon the date of approval by the County's Board of Supervisors through June 30, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Twenty-Eight Thousand, One Hundred Thirty-One Dollars (\$28,131). Contractor shall use such funds only to pay for services as set forth in Schedule 1, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the funding source.

B. During the automatic renewal period of July 1, 2006 through June 30, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Twenty-Two Thousand, One Hundred Ninety-Six Dollars (\$22,196). Contractor shall use such funds only to pay for services as set forth in Schedule 2, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the funding source.

C. During the automatic renewal period of July 1, 2007 through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Twenty-Two Thousand, Six Hundred Seventy-Four Dollars (\$22,674). Contractor shall use such funds only to pay for services as set forth in Schedule 3, attached hereto and incorporated

herein by reference, and only to the extent that such funds are reimbursable to County from the funding source.

4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibit(s), Attachment(s), and/or Schedule(s) attached hereto and incorporated herein by reference.

B. Original invoices shall be submitted directly to the Nurse Family Partnership -Los Angeles, 600 South Commonwealth Avenue, Suite 800, Los Angeles, California 90005, no later than thirty (30) working days after the end of each calendar month. Such invoices shall specify the services and date provided, describe the services, and the amount for such service in accordance with the payment structure described above.

C. Upon receipt of a complete and correct invoice, County shall pay Contractor within ninety (90) calendar days. Incorrect and/or discrepant invoices, as determined by County, will be returned to Contractor for correction before payment is made.

5. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor

after the expiration or (other) termination of this Agreement even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed

fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may either move such funds to an Exhibit, Attachment, Schedule, and/or budget or measurable objective category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

7. RULES AND REGULATIONS: During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its



employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employees has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert

witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described herein below. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the INSURANCE COVERAGE REQUIREMENTS Paragraph, herein below. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State

in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: Department of Health Services; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without

further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million  
Each Occurrence: \$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00.01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million  
Disease - Policy Limit: \$1 Million  
Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two

year reporting period commencing upon termination or cancellation of this Agreement.

12. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other



transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

13. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractors's request to Director for approval of a subcontract shall include:

- (1) Identification of the proposed subcontractor (who shall be licensed and appropriate for provisions of subcontracted services) and an explanation of why and

how the proposed subcontractor was selected, including the degree of competition involved.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making

of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval on any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that county consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in not event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including , but not limited to, consenting to any subcontracting.

14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict

between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS of which the terms and conditions therein contained are part of this Agreement.

16. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a

part of the operative provisions of this Agreement and are fully binding upon the parties.

17. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

18. ALTERATION OF TERMS: This Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

19. CONTRACTOR'S OFFICES: Contractor's office is located at 1900 Grant Street, Suite 400, Denver, Colorado 80203. Contractor's business telephone number is (303) 327-4240 and facsimile/FAX number is (303) 327-4260. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed

herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

20. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services  
Public Health  
313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
  
Attention: Chief of Operations, Public Health
- (2) Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, 6th Floor-East  
Los Angeles, California 90012  
  
Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) Nurse-Family Partnership  
1900 Grant Street, Suite 400  
Denver, Colorado 80203

Attention: President and  
Chief Executive Officer

- (2) Nurse-Family Partnership  
1900 Grant Street, Suite 400  
Denver, Colorado 80203

Attention: Vice-President, Finance

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Agreement to be subscribed by its

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Director, and Contractor has caused this Agreement to be  
subscribed in its behalf by its duly authorized officer, the day,  
month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer  
NATIONAL NURSE FAMILY PARTNERSHIP  
Contractor

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

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ma:08/11/05

## EXHIBIT A

### NURSE FAMILY PARTNERSHIP PROGRAM SERVICES

#### STATEMENT OF WORK

1. SERVICES TO BE PROVIDED: Contractor (hereafter also referred to "NFP") shall provide training for new public health nurses, as needed, provide ongoing nurse home visitor training, and program support for data analysis and technical assistance for DHS' Nurse Family Partnership - Los Angeles Program, (hereafter "Program" or "Site"), during the term of this Agreement.
2. PERIOD OF PERFORMANCE: The term of the Agreement shall be effective upon the date of Board approval through June 30, 2006, with provision for two (2) one (1) year automatic renewals effective July 1, 2006 through June 30, 2007 and July 1, 2007 through June 30, 2008, contingent upon the availability of funding.
3. REIMBURSEMENT: Subject to the provisions of the BILLING AND PAYMENT paragraph of this Agreement, County shall compensate Contractor for performing services hereunder according the Schedules 1, 2, and 3, attached hereto.

4. GENERAL CONDITIONS: When the Program is implemented in accordance with these Model Elements, the Parties can reasonably have a high level of confidence that results will be comparable to those measured in research. Conversely, if implementation does not incorporate these Model Elements, results may be different from research results. During the term of this Agreement, Contractor and County agree to the following:

A. Clients:

- Enrollment and participation in the Program is voluntary;
- Clients include first-time mothers only;
- Clients include low-income mothers only;
- Site enrolls at least sixty percent (60%) of Clients enrolled in the Program by the 16th week of pregnancy and one hundred percent (100%) no later than the 28th week; and
- Each Client enrolled is visited by a nurse home visitor throughout her pregnancy and the first two years of her child's life.

B. Nurse home visitors. Each nurse home visitor will:

- Be a Registered Nurse with a Baccalaureate Degree in Nursing, as minimum qualifications;
- Attend training sessions conducted by NFP staff, covering pregnancy, infancy, and toddler Home

Visit Guidelines and other Program Information;

- Follow the NFP Home Visit Guidelines, which specify the appropriate visit schedule, the desired structure and content of each visit, and Program assessments and interventions to be used;
- Apportion home visit time among content domains within the ranges specified;
- Employ the clinical methods promoted by the Program, i.e., strengths-based, solution-focused strategies for forming empathic relationships with parents and promoting adaptive behavior change;
- Carry a caseload of no more than twenty-five (25) families per full-time employee;
- Work at least half time (twenty [20] hours per week) on the Program; and
- Collect data about activity, visit content, mothers, and children according to the schedule and procedures specified in the NFP Record Keeping System Manual.

C. Program Supervisors. Each Program Supervisor will:

- Be a Registered Nurse with a Baccalaureate Degree in Nursing, as minimum qualifications;

- Attend training sessions conducted by NFP staff, covering pregnancy, infancy, and toddler Home Visit Guidelines and other Program information, as well as nurse home visitor supervision;
- Carry a supervisory load of no more than eight nurse home visitors (per full-time Program Supervisor);
- Work at least half time (twenty [20] hours per week) on the Program;
- Use Program Reports to assess and manage areas where systems, organizational, or operational changes are needed in order to enhance the overall quality of Program operations and to inform reflective supervision with each nurse;
- Meet one-on-one with each nurse home visitor at least weekly to provide clinical supervision, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility;
- Conduct at least four (4) team meetings per month: two (2) to discuss Program implementation and two (2) case conferences to identify client problems and solutions;
- Invite experts from other disciplines to

participate in case conferences whenever cases require such consultation;

- Make a minimum of one (1) home visit every four (4) months with each nurse; and
- Develop and convene at least quarterly a Community Advisory Board with diverse representation from the community and dedicated specifically to the applicable Site.

D. Administrative Support. Each Site will employ a person (at least five tenths [0.5] full-time equivalents per one hundred [100] mothers enrolled) to provide support to the nurse home visitors and Program Supervisor, including:

- Ensure that data about nurse home visitor activity, visit content, mothers, and children are entered into the Clinical Information System ("CIS") completely and accurately on a timely basis; and
- Provide General administrative support.

E. Implementing Organization. The Program will be located in and run by an organization known in the community for being a successful provider of services to low-income families.

5. CONTRACTOR RESPONSIBILITIES: During the term of this Agreement, Contractor shall provide County with the following

activities and/or services to support the program:

A. OBLIGATIONS

- Grants to County a non-exclusive limited right and license to use the Proprietary Property for the purpose of carrying out County's obligations under this Agreement in the geographic area within which nurse home visitors serve Clients.
- Will provide support to help County implement the Program.
- May, from time to time, request that County collect additional data and/or participate in research or evaluations initiated by Contractor and intended to help improve the Program.
- Shall submit invoices to County for services provided, listing a date of provision, a description of each such service, and amounts based upon the program budget(s) provided in the Schedule(s) attached hereto.

B. Provides support to help County prepare to implement the Program including:

- Materials to help Site:
  - Select and set up Site's work space;
  - Establish minimum telecommunications and

computer capabilities;

- Recruit and hire Program Supervisors, nurse home visitors, and administrative support staff;
- Establish a network of sources who may refer low-income, first-time mothers to Site;
- Facilitate enrollment of Clients;
- Establish a network of social services that can provide support to Site's Clients;
- Work with media;
- Inform the community and build support for Site, the Program, and Program Benefits;
- Establish strong, stable, and sustainable funding for Site operations;
- A CIS users' manual to County which provides instructions describing what data must be collected for the CIS by County staff, how that data must be entered into the CIS, and how reports can be obtained. Contractor may modify the CIS users' manual from time to time and will provide County with updated versions on a timely basis;
- Access to an Internet-based discussion forum with other entities that are implementing



the Program;

- A visit to County by a member of Contractor staff to offer direct consultation on Program implementation.

C. Provides ongoing support to County via telephone and email during Program implementation and operation, including:

- Consultation with respect to topics such as human resources, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
- Clinical consultation for Program Supervisors and nurse home visitors;
- Consultation regarding data collection, entry, management, and interpretation; and
- On-site consultation as is mutually deemed necessary and appropriate.

D. Provides a description of training programs, both required and optional, and a schedule of upcoming training events and locations. Contractor may modify the specific names, descriptions, and content of training programs, as well as their schedule and locations from time to time and

will inform County of such modifications on a timely basis.

E. Provides training to Program Supervisors and nurse home visitors at dates and locations to be determined by Contractor. Training will cover the following topics:

- The Program, Program Benefits, and Model Elements;
- Use of the CIS, including data collection, entry, management, and interpretation;
- Implementation of the Program for mothers who are pregnant;
- Implementation of the Program for mothers whose child is an Infant;
- Implementation of the Program for mothers whose child is a Toddler;
- Supervisory knowledge and skills; and
- Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at Site.

F. Provides Home Visit Guidelines and other materials to help Program Supervisors and nurse home visitors implement the Program with fidelity to the Model Elements. Contractor may modify the Home Visit Guidelines from time to time and will provide County with updated versions on a timely basis.

G. Provides support for County's use of the CIS, including:

- Monitoring the County's data collection and entry activity and quality and providing feedback to County as appropriate;
- Maintaining and supporting CIS software;
- Upgrading CIS software when deemed necessary by Contractor; and
- Technical assistance via telephone or e-mail to support County's use of the CIS.

H. Provides Implementation Reports and Evaluation Reports at such times as Contractor deems commercially reasonable and necessary to meet the needs of County and entities to which County may be obligated to provide such information. Subject to applicable State and federal laws, if any, such reports include:

- Site Activity. Reports designed primarily for Program Supervisors and nurse home visitors to help them manage nurse home visitor activity.
- Quality Improvement. Reports aimed to help County improve fidelity to the Model including reports designed (1) to assist Program Supervisors and nurse home visitors identify and prioritize actions for improving Program

outcomes, and (2) to help Contractor staff assess how County is performing with respect to fidelity to the Model.

- Program Outcomes. Reports designed to help Program Supervisors and funding decision makers assess the effectiveness of the Program as applied to County's particular circumstances.

These reports are available on a pre-defined schedule or from the CIS Website on demand. Contractor may modify the Program Reports from time to time.

I. Will provide art work and color and usage guidelines to help County develop and produce communications materials that properly use the Contractor trademark, logo, tag lines, and other copyrighted or otherwise protected language, images, and materials controlled by Contractor.

J. From time to time, Contractor may engage internal or external auditors to evaluate the performance of the County. Each County Site will cooperate fully with any quality audit that is undertaken by or on behalf of Contractor.

6. COUNTY RESPONSIBILITIES: During the term of this Agreement, County shall provide the following activities and/or services to the Program:

A. OBLIGATIONS.

- Will make best efforts to implement the Program

with fidelity to the Model and will undertake the steps described in this Agreement in order to do so.

- Will take all appropriate steps to maintain client confidentiality and obtain any necessary written consents for data analysis or disclosure of protected health information, in accordance with applicable State and federal laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.
- Will make reasonable efforts to collect additional data and/or participate in research initiated by Contractor and intended to help improve the Program.
- Will protect all Proprietary Property that belongs to Contractor or its licensors.
- Will not duplicate and will prohibit distribution of or access to Home Visit Guidelines and the CIS to any individual or organization not party to the administration and operation of the Program. County agrees to make no changes or alterations to the CIS software, and to allow only trained, authorized users to

access the CIS Website. If a person leaves County's employ, County will retrieve all Proprietary Property that the person may have in their possession.

B. To ensure that the Program is implemented with fidelity to the Model, County will undertake the following actions during initial implementation and ongoing operation:

- Set up an appropriate work space for staff who are to implement the Program;
- Establish appropriate telecommunications and computer capabilities for staff;
- Recruit and hire Program Supervisors, nurse home visitors, and administrative support staff;
- Establish a network of referral sources who may refer low-income, first-time mothers;
- Enroll clients that meet the criteria specified in the Model Elements.
- Establish a network of social services that can provide support to Site's Clients;
- Work with media to ensure timely and accurate communication to the public about the Program and its implementation;
- Inform the community and build support for Site, the Program, and Program Benefits; and

- Utilize Contractor's Internet-based discussion forum to share learning with other entities that are implementing the Program.

C. Will keep Contractor informed of implementation issues that arise.

D. Will ensure that all Program Supervisors, nurses, and administrative staff attend, participate in, and/or complete training programs required by Contractor, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by Contractor.

E. Will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of a NFP-trained nurse home visitor) until after she/he has completed training on the Program, Program Benefits, Model Elements, use of the CIS, and implementation of the Program for mothers who are pregnant.

F. Will implement the Program in accordance with Home Visit Guidelines including:

- Ensure a minimum enrollment of at least 100 first time mothers within nine months of beginning implementation;
- Ensure that each staff nurse carries a caseload of not more than twenty-five (25) active families;
- Maintain the established visit schedule; and

- Ensure that the essential Program content as described in the Home Visit Guidelines is covered with Clients by nurse home visitors.

G. Will ensure the availability of appropriate, fully functioning computer systems and software at County for use of the CIS and for communication with Contractor by email.

H. Will ensure that Program Supervisors and nurse home visitors collect required data for the CIS and enter it completely and accurately on or before the last day of each calendar month.

I. Will ensure that Program Supervisors:

- Aim to develop a supportive relationship with the nurse home visitors she/he supervises;
- Meet one-on-one with each nurse home visitor at least weekly to provide clinical supervision using reflection, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility;
- Run Site activity reports and quality improvement reports from the CIS Website on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed in order to enhance the overall quality of



program operations; and develop and implement action plans based on such assessments.

J. Will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for County's implementation of the Program.

K. Contractor will periodically assess the extent to which County is implementing the Program with fidelity to the Model. When such assessment indicates opportunities for County to improve its results by strengthening fidelity to the Model, Contractor staff will meet with Program supervision and mutually develop a plan to do so.

L. Will work with Contractor to understand the results of any NFP work to assess the extent to which County is implementing the Program with fidelity to the Model. When such assessment indicates opportunities for County to improve its results by strengthening fidelity to the Model, Program supervision will work with Contractor to develop a plan to do so. From time to time, Contractor may recommend other actions or changes to these actions which County can take to improve Program results.

M. Arrange and provide Nursing Child Assessment

Satellite Training ("NCAST") for nurses and supervisory staff involved in the Program before or approximately six (6) to eight (8) weeks following the initial core training. Additional nurses beyond the designated Program staff may attend this training as determined by County.

LOS ANGELES COUNTY – DEPARTMENT OF HEALTH SERVICES  
PUBLIC HEALTH  
NURSE FAMILY PARTNERSHIP PROGRAM

National Office of the Nurse Family Partnership Program  
Board Approval – June 30, 2006

DESCRIPTION	COST PER UNIT	TOTAL UNIT	BUDGET
<i><b>Perinatal Home Visitation Basic Training</b></i>			
Public Health Nurse Supervisor	2,625.00	1	2,625.00
Supervisor Training	525.00	1	525.00
Replacement Nurses Training	2,625.00	2	5,250.00
<i><b>Materials</b></i>			
Program Guidelines	370.00	3	1,110.00
<i><b>Technical Assistance</b></i>	6,500.00	1	\$6,500.00
Site Development Support			
Professional Development			
CIS Usage and Support			
Implementation Reports			
Evaluation Reports			
Usage of NFP name, logo & related materials			
<b>TOTAL - TRAINING AND TECHNICAL ASSISTANCE</b>			16,010.00
<i><b>Indirect Costs</b></i>			
Training and Technical Assistance		(17%)	\$2,722.00
<i><b>Travel Fees</b></i>			
NFP Nurses Travel Fees	3,133.00	3	9,399.00
<b>TOTAL CONTRACTUAL BUDGET</b>			<u><b>\$28,131.00</b></u>

LOS ANGELES COUNTY – DEPARTMENT OF HEALTH SERVICES  
PUBLIC HEALTH  
NURSE FAMILY PARTNERSHIP PROGRAM

National Office of the Nurse Family Partnership Program  
July 1, 2006 – June 30, 2007

DESCRIPTION	COST PER UNIT	TOTAL UNIT	BUDGET
<i>Perinatal Home Visitation Basic Training</i>			
Replacement Nurses Training	2,625.00	2	5,250.00
<i>Materials</i>			
Program Guidelines	370.00	2	740.00
<i>Ongoing Nurse Home Visitor Training</i>	1,125.00	1	1,125.00
Resource library; conference calls; web forums; & regular updating of NFP HV Guidelines and supporting materials			
<i>Technical Assistance</i>	6,500.00	1	\$6,500.00
Site Development Support Professional Development CIS Usage and Support Implementation Reports Evaluation Reports Usage of NFP name, logo & related materials			
<b>TOTAL - TRAINING AND TECHNICAL ASSISTANCE</b>			<b>\$13,615.00</b>
<i>Indirect Costs</i>			
Training and Technical Assistance		(17%)	\$2,315.00
<i>Travel Fees</i>			
NFP Nurses Travel Fees	3,133.00	2	6,266.00
<b>TOTAL CONTRACTUAL BUDGET</b>			<b><u>\$22,196.00</u></b>

LOS ANGELES COUNTY – DEPARTMENT OF HEALTH SERVICES  
PUBLIC HEALTH  
NURSE FAMILY PARTNERSHIP PROGRAM

National Office of the Nurse Family Partnership Program  
July 1, 2007 – June 30, 2008

DESCRIPTION	COST PER UNIT	TOTAL UNIT	BUDGET
Perinatal Home Visitation Basic Training			
Replacement Nurses Training	2,704.00	2	5,408.00
<b>Materials</b>			
Program Guidelines	381.00	2	762.00
<b>Ongoing Nurse Home Visitor Training</b>	1,159.00	1	1,159.00
Resource library; conference calls; web forums; & regular updating of NFP HV Guidelines and supporting materials			
<b>Technical Assistance</b>	6,695.00	1	6,695.00
Site Development Support			
Professional Development			
CIS Usage and Support			
Implementation Reports			
Evaluation Reports			
Usage of NFP name, logo & related materials			
<b>TOTAL - TRAINING AND TECHNICAL ASSISTANCE</b>			14,024.00
<b>Indirect Costs</b>			
Training and Technical Assistance			(17%) 2,384.00
<b>Travel Fees</b>			
NFP Nurses Travel Fees	3,133.00	2	6,266.00
<b>TOTAL CONTRACTUAL BUDGET</b>			<u>\$22,674.00</u>

ADDITIONAL PROVISIONS  
DEPARTMENT OF HEALTH SERVICES

NURSE FAMILY PARTNERSHIP PROGRAM

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## ADDITIONAL PROVISIONS

### DEPARTMENT OF HEALTH SERVICES

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealings with County under this Agreement changes, Contractor shall notify Director

in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of

a client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the

federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified herein above, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder,

positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the



sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed

by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED

BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes.

8. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO

THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's

Department of Children and Family Services will supply Contractor with the poster to be used.

9. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

10. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

11. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

12. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's

request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile(FAX)number(s)and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5)

years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations.

To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.



Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability

for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

13. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such

records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained, immediately, or upon the first reasonable opportunity to do so.

To the extent permitted by applicable law in the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees,

costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

16. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

17. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services

performed by or on behalf of Contractor pursuant to this Agreement.

18. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

19. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury

Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation or other entity, that has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: (1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a

long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during



the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

20. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all

applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" Paragraph

of this Agreement, and pursue debarment of Contractor,  
pursuant to County Code Chapter 2.202.

21. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

22. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of

employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

23. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the location(s) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

24. PURCHASE OF FURNITURE, EQUIPMENT, AND SUPPLIES:

Contractor and Director shall ensure that all furniture, fixtures, equipment, materials, and supplies required for the performance of services hereunder are obtained in the most efficient and cost effective manner and in compliance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

Prior to the inception of Agreement, Director shall apprise Contractor in writing whether State or federal law or County

ordinances, rules, or policies require that the purchase of furniture, equipment, materials, or supplies hereunder be performed by County's Purchasing Agent. If furniture, equipment, materials, or supplies must be acquired through County's Purchasing Agent, Director shall apprise Contractor in writing as to County's equipment procurement procedures. Unless otherwise stated, all furniture, fixtures, equipment, materials, and supplies purchased or obtained with funds provided by County under this Agreement are the property of County, may be used by Contractor during the term of this Agreement for the provision of services hereunder, and shall be returned to County immediately upon request of Director following the expiration or termination of this Agreement. (The parties understand that with respect to consumables purchased with County funds hereunder, only those consumable items still on hand at the expiration or termination of Agreement will be returned to County).

Acquisition costs of furniture, fixtures, equipment, materials, and supplies which are reimbursable by County under the terms of this Agreement shall not exceed those amounts allocated for such purpose, as referenced in the Schedule(s), attached hereto and incorporated herein by reference. These items may only be acquired during the budget period reflected in the Schedule(s), attached hereto and incorporated herein by reference.

A. Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Director, in conjunction with Contractor, shall place identifying labels on all such property indicating the proprietary interest of County.

B. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment,

materials, and supplies, purchased or obtained using any County funds designated for the provision of services under this Agreement. Within ninety (90) calendar days of the effective date of Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained with County funds designated for the provision of services hereunder. Contractor shall update this report on a calendar quarterly basis to reflect any additional purchases or acquisitions, and shall provide copies thereof to Director.

C. Protection of County Property: Contractor shall take all reasonable precautions to protect all furniture, fixtures, equipment, material, and supplies, purchased or obtained using any County funds for the provision of services hereunder, against damage or loss by fire, theft, vandalism, or misuse. During the term of Agreement and until its return to County, Contractor shall maintain, repair, protect, and preserve said furniture, fixtures, equipment, materials, and supplies to assure its full availability and usefulness for the performance of services under this Agreement.

All such furniture, fixtures, equipment, materials and supplies shall be used only for the performance of services under this Agreement.

Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

D. Disposition and Return of County Property: Upon expiration or earlier termination of this Agreement, Contractor shall provide to Director a final inventory of any and all furniture, fixtures, equipment, materials, and supplies purchased with funds obtained for the provision of services under this Agreement. Except for consumable items used in connection with its performance of Agreement services, Contractor shall return to County the same quantity and quality of items as specified in the initial and any supplemental inventory, less consideration for reasonable wear and tear. Arrangements for the return of all furniture, fixtures, equipment, materials, and supplies shall be made by Director, at County's expense, following the receipt of said final inventory.

Upon Director's request, Contractor shall: (1) provide immediate access to and render all necessary assistance for physical removal by Director of any or all furniture, fixtures, equipment, materials, and supplies, purchased or



obtained using County funds designated for the provision of services, or (2) at Director's option, deliver any, or all items of such property to a location in Los Angeles County designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

25. USE OF RECYCLED-CONTENT BOND PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

26. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

27. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with

all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee,

agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

29. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required

from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course

of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so

fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided herein above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of

securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar days advance written Notice of Termination specifying the extent

to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.



Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in

addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the County's Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled

date for a debarment hearing before Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting

with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any subcontractors of County Contractors.

32. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier

termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be

exclusively in the courts of the State of California located in Los Angeles County, California.

34. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

35. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.